


COMCAST SPOTLIGHT

POLITICAL RECORD OF REQUEST: FEDERAL, STATE & LOCAL CANDIDATE ADS ALL QUESTIONS MUST BE ANSWERED

- ☐ Federal Candidate
☒ State or Local Candidate

1. Requested by: THE WOZNIAK GROUP, 1032 GEORGETOWN RD, MIAMI CITY IN 46360
(Agency name, address, phone number & contact)
2. On behalf of: LA PORTE COUNTY DEMOCRATIC PARTY
(Candidate name & authorized campaign committee name)
3. Election: County Commissioner
(Office sought & date)
4. Date of request: 7/25/16
5. Request received by:
6. Details/Content of the Ad:
7. Name, address & phone number of contact person for the candidate or candidate's authorized campaign committee: JIMMY R. FREEDMAN
8. Name of treasurer of authorized committee: WILLIE MILSAP
9. Date and nature of follow-ups, if any:
10. Disposition:
☒ Accepted – see attached contract details
☐ Rejected – provide reason:

Comcast Representative

Signed: 
Name and Title: Greg Brantner
Date: 8/1/16

AGREEMENT TO PURCHASE POLITICAL ADVERTISING AVAILABILITIES

1. System and location: Comcast Comcast" or "System")

2. I, **Julie Wozniak** (being or on behalf of) **LaPorte County Democratic Party**, a legally qualified candidate of the **Democratic** political party for the office of in the **LaPorte County** [primary or general] election to be held on **November 8th 2016** do hereby request to purchase political advertising time on channels as follows:

<u>LENGTH OF TELECAST</u>	<u>HOURL</u>	<u>DAYS</u>	<u>TIMES PER WEEK</u>	<u>TOTAL NO. WEEKS</u>	<u>RATE AND CLASS OF TIME</u>
---------------------------	--------------	-------------	-----------------------	------------------------	-------------------------------

See contract for exact dayparts and networks

Immediately Pre-Emptible

DATE OF FIRST TELECAST
9/12/2016

DATE OF LAST TELECAST
11/8/2016

TOTAL CHARGES: \$5,880 Gross (\$4,998 Net)

3. The telecast time will be used by **LaPorte County Democratic Party**

4. I represent that the advance payment for the above-described telecast time has been furnished by and that Comcast is authorized to describe that sponsor in its log and to announce the advertisement as paid for by such person or entity. The entity furnishing the payment, if other than an individual person, is: () a corporation; (✓) a committee; () an association; or () other unincorporated group. The names and offices of the chief executive officers are:

5. I understand that: If the time is to be used by the candidate within 45 days of a primary or primary runoff election, or within 60 days of a general or special election, the above charges represent the lowest unit charge ("LUC") of the system for the same class and amount of time for the same period; if the use is by a person or entity other than the candidate or is by the candidate but outside the aforementioned 45 or 60 day periods, the above charges do not exceed the charges made for comparable use of such system by other users.

6. I agree that use of the System for the above-stated purposes will be governed by the Communications Act of 1934, as amended, and the FCC's rules and regulations, and Comcast's Terms and Conditions attached hereto. I further agree to indemnify and hold harmless Comcast for any damages or liability that may ensue from the performance or non-performance of the above-stated telecasts. I also agree to prepare a script or transcription, which will be delivered to the System at least _____ days before the time of the scheduled telecasts. (Note: the two preceding sentences do not apply if a candidate is using the time).

7. By: Shawn R. Friedman Date: 1/26/16
(Candidate, Supporter or Agent)

8. Accepted X or Rejected _____ by [Signature] Title AE

Terms and Conditions

The organization/corporation/individual ("Advertiser") contracting for cablecast of commercial announcements described on the reverse side hereof or attached hereto (the "Work Order") and the cable service operating subsidiary of Comcast Corporation providing such commercial announcements (the "Company") hereby agree to be bound by the following terms and conditions:

1. BILLING AND PAYMENTS

- (a) Company will bill Advertiser monthly or at end of schedule, using the Standard Broadcast Month, unless otherwise provided on the Work Order.
- (b) Payment shall be made in advance of date of cablecast or webcast ("cablecast") unless credit arrangements acceptable to the Company have previously been made in writing, in which event payment shall be made no later than thirty days after receipt by Advertiser of an invoice (and affidavit of performance if affidavit is requested by Advertiser).
- (c) Invoices shall contain information with regard to the cablecast product type, quantity, length, rate, network and any additional identification codes provided by Advertiser and reasonably acceptable to the Company. Additional charges other than for cablecast of commercial announcements may be itemized on a separate invoice.
- (d) Affidavits, when requested by Advertiser, shall state dates and times taken from the official log maintained by the Company. When certified by the Company, such excerpts from the official log shall be the affidavits of performance and act as proof of performance.
- (e) Advertiser agrees to pay all amounts payable under this contract and is liable for payments to be made under this contract. Where Advertiser is an advertising agency or media buying service, the person, firm or corporation that authorizes advertising agency to contract for the commercial announcements covered by this contract shall be liable for all such payments and fees in the event of default by advertising agency. Under no circumstances shall the Company be liable for an amount owed by Advertiser to an advertising agency acting for Advertiser and Advertiser agrees to hold the Company harmless from any such claim made against the Company by any such advertising agency. Company shall have the right to notify any of the foregoing parties of all liabilities and terms of this contract.
- (f) Accounts not paid when due shall be considered delinquent and shall bear a service charge of the lesser of 1.5% per month or the highest interest rate permitted under applicable law on the unpaid balance from the due date. Advertiser shall reimburse the Company for all amounts incurred in connection with collection activities, including, but not limited to, collection agency charges and costs, attorney fees and costs.

2. TERMINATION

- (a) Commercial announcements may be cancelled by the Company in its sole discretion upon five days prior notice. Company reserves the right to cancel this contract upon default by Advertiser in the payment of bills, for any other material breach of the terms hereof, and if Company determines that a commercial announcement fails to meet Company's content guidelines, at any time upon notice whether given orally or in writing. Upon cancellation for default, all charges for cablecasts completed hereunder and not paid shall become immediately due and payable.
- (b) Advertiser may cancel cablecasting of commercial announcements of 60 seconds or less duration upon 14 days' prior written notice to Company to be effective no earlier than 14 days after the commencement of cablecasts under this contract. Advertiser may cancel cablecasting of commercial announcements of more than 60 seconds in duration upon 28 days' prior written notice to Company to be effective no earlier than 28 days after the first date of cablecast under this contract.
- (c) If Advertiser cancels this contract, all discounts shall be void and rates on the then current rate card in effect will apply to any commercial announcements cablecast up to the date of cancellation. In addition Advertiser will pay all non-recoverable out-of-pocket expenses incurred in connection with any promotion, contest, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates). If the Company cancels this contract other than for cause due to a breach by Advertiser, Advertiser shall have the benefit of the same discounts that it would have earned had it been allowed to complete the contract.
- (d) If Advertiser cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Advertiser by the Company (or any of its affiliates), at the Company's sole discretion, any related discounts for commercial announcements shall be void and rates on the current rate card shall apply to all commercial announcements to which such discount applied.

3. PROGRAM AND COMMERCIAL MATERIAL

- (a) Unless otherwise noted on the Work Order, all materials for commercial announcements shall be furnished to the Company by Advertiser. Advertiser shall be responsible, at its sole expense, for securing all rights, licenses, releases and consents required in connection with the commercial announcements including, but not limited to, copyright performance and music synchronization rights with regard to all materials including, but not limited to video, audio, script and talent furnished by Advertiser or materials which the Company is directed by Advertiser to use. Company reserves the right to reject or edit any such materials. All expense connected with the delivery of commercial announcements to the Company, and with return therefrom, if return is directed on the Work Order, shall be paid by Advertiser.
- (b) Advertiser shall deliver commercial announcements and scheduling instructions to the Company at least 48 hours in advance of the scheduled cablecast date. If such announcements and instructions do not arrive at the Company 48 hours before the cablecast date, the Company will use reasonable efforts to cablecast commercial announcements received from Advertiser despite late delivery, but shall not be liable for commercial announcements that are not cablecast due to late delivery by Advertiser. Notwithstanding the foregoing, if such announcements and instructions do not arrive at the Company at least 48 hours before the cablecast date, the Company may bill Advertiser for the time reserved on the Work Order.
- (c) Notwithstanding anything in this contract to the contrary, commercial announcements provided by Advertiser are subject to the Company approval and Network Restrictions. Company retains a continuing right to reject any commercial material submitted by Advertiser, including but not limited to, the right to reject for unsatisfactory technical quality or objectionable or unlawful content, as determined by the Company in its sole discretion. If any commercial announcement is unsatisfactory, the Company shall notify Advertiser, and unless Advertiser furnishes satisfactory material in a sufficient amount of time in advance of cablecast as determined by the Company, the Company may bill Advertiser for the commercial announcements reserved on the Work Order.
- (d) Company reserves the right to redesign or modify the organization, structure or "look and feel" of any Web Site used for advertising in conjunction with any Work Order at any time without notice. In the event such modifications affect the placement of the advertisement, Company will notify Advertiser and will work with Advertiser to display the advertisement in a comparable place on the Web Site. Company makes no representations, warranties or guarantees of any kind, either express or implied with respect to the Web Site or the functionality, performance or results of use thereof, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the generality of the foregoing, Company does not warrant or guarantee that the Web Site or operation thereof will be uninterrupted or will meet Advertiser's requirements.

4. RATES AND CHARGES

- (a) Company reserves the right to increase rates at any time without prior notice, but no such increases shall be applied to cablecasts under this contract unless otherwise provided on the Work Order.
- (b) Advertiser may contract for cablecast of commercial announcements of various lengths subject to the Company's rate card and only with prior Company approval.
- (c) Commercial announcements will be billed at a 90% threshold.

5. FAILURE TO CABLECAST

If the Company fails to cablecast any commercial announcement or program material at a scheduled time, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or for any other reason, the Company shall offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such commercial announcements not cablecast. Advertiser shall have the benefit of the same discounts that would have been earned if there had been no interruption or omission in the cablecast.

6. INDEMNIFICATION; LIMITATION OF LIABILITY

(a) Company shall hold Advertiser harmless against all liabilities resulting from the cablecast of program material furnished by the Company; provided, however, that the Company shall not be responsible for any liabilities arising out of the content of program and/or commercial material provided and/or authorized by Advertiser.

(b) Advertiser shall indemnify, defend, and hold the Company harmless against all liabilities arising out of the creation and provision of, and the content of, program and/or commercial material provided and/or authorized by Advertiser and a breach of this Agreement. Advertiser further agrees to indemnify, defend and hold the Company harmless for and against all liabilities by reason of any claims, suits or proceedings arising by reason of any advertisement placed on Company's Web Site relating to any virus, worm or "Trojan Horse" or other contaminating or destructive features contained in the advertisement or any other materials or information to which end users of the Web Site can link from the advertisement or Web Site. Where Advertiser is an advertising agency, such advertising agency and the person, firm or corporation that authorizes such advertising agency to contract for the commercial announcements covered by this contract shall be jointly and severally liable for all Indemnification obligations in favor of the Company hereunder.

(c) Other than as set forth in Paragraph 6(a) above, and notwithstanding anything in this contract to the contrary, the sole remedies available to Advertiser for a breach of this contract or for any other claims arising out of the negotiation or performance of this contract or out of the cablecasting of program and/or commercial announcements provided by Advertiser shall be: (i) substitute cablecast of commercial announcements or program material as set forth in paragraph 5; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this contract.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

7. WARRANTIES

(a) Advertiser warrants and represents that all music composition, copy or other materials used in connection with the cablecast does not infringe the copyright, ownership or authorship of any third party. All advertising shall be free and clear for cablecast without further payment of copyright or other fees or obtaining any consents or approvals. Advertiser warrants and represents that the content of all cablecasts complies with all federal, state, and local rules and regulations of the Federal Trade Commission. (b) Company hereby disclaims any and all warranties, including without limitation, any warranties of merchantability, fitness for a particular purpose or other warranties arising by usage of trade, course of dealings or course of performance. Without limiting the foregoing, Company specifically disclaims any warranties relating to the effectiveness of any advertisements run pursuant to this contract.

8. GENERAL

(a) Company obligations hereunder are subject to the terms and conditions of licenses held by the parties hereto and are also subject to all federal, state, and municipal laws and regulations now enforced or which may be enacted in the future.

(b) This contract, including the rights under it, may not be assigned or transferred by Advertiser without first obtaining the consent of the Company in writing; nor may the Company be required to cablecast hereunder for the benefit of any advertiser other than the party named on the Work Order. Failure of the Company or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision.

(c) Company shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to commercial material and other property furnished by Advertiser hereunder. Company will not accept or process mail, correspondence, or telephone calls in connection with cablecast of commercial announcements hereunder.

(d) All production materials provided by the Company and used in program and commercial announcements are and remain the exclusive property of the Company unless specifically noted on the Work Order or in an agreement for production services between the Company and Advertiser.

(e) Company shall only recognize agency commissions that conform to industry standards and practices.

(f) The number of cable homes receiving advertisements on any network is an estimate and may vary by geographic areas and other factors. The information provided will be periodically updated by the Company. For more information please contact your Advertising Sales Executive.

(g) This contract contains the entire agreement between the parties relating to the subject material herein contained, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties.

(h) This contract shall be governed and construed in accordance with the laws of the jurisdiction in which the Company is located.